



Notice to Policyholders U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

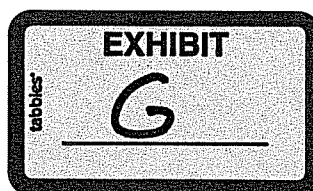
PLEASE READ THIS NOTICE CAREFULLY

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.





Notice to Policyholders
General Liability and
Commercial Liability Umbrella
Potential Restrictions of Terrorism Coverage

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

- CG 21 87** Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002)
- CU 21 44** Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002)

Endorsement **CG 21 87/CU 21 44** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or



Notice to Policyholders
General Liability and
Commercial Liability Umbrella
Potential Restrictions of Terrorism Coverage

- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

Endorsement **CG 21 87/CU 21 44** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property from the incident exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- Fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

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Notice to Policyholders
Commercial Property, Inland Marine
and Crime
Potential Restrictions of Terrorism Coverage

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Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

- | | |
|-----------------|--|
| IL 09 95 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |
| CL 16 30 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |
| CR 07 01 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |

Endorsement **IL 09 95/CL 16 30/CR 07 01** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or



Notice to Policyholders
Commercial Property, Inland Marine
and Crime
Potential Restrictions of Terrorism Coverage

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- Fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

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Notice to Policyholders ***Commercial Automobile*** ***Potential Restriction of Terrorism Coverage***

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Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

- CA 23 76** Conditional Exclusion of Terrorism (Relating To Disposition of Federal Terrorism Risk Insurance Act of 2002)
- CA 23 79** Conditional Exclusion of Terrorism (Relating To Disposition of Federal Terrorism Risk Insurance Act of 2002)

Endorsement **CA 23 76/CA 23 79** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or



Notice to Policyholders
Commercial Automobile
Potential Restriction of Terrorism Coverage

- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

Endorsement **CA 23 76** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- For certain coverages, fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.



Notice to Policyholders
Commercial Automobile
Potential Restriction of Terrorism Coverage

Endorsement **CA 23 79** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded above the minimum statutory limits for certain coverages by the state's Financial Responsibility and/or Motor Vehicle Liability Insurance statutes and only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- For certain coverages, fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.



Notice to Policyholders

General Liability / Commercial Liability Umbrella

Restriction of Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

EXCLUSION - SILICA OR SILICA-RELATED DUST

This notice contains a brief synopsis of the following silica or silica-related dust exclusion endorsements:

- ◆ **CG 21 96 03 05** Silica Or Silica-Related Dust Exclusion (for use with Commercial General Liability Coverage Part)
- ◆ **CG 33 70 03 05** Silica Or Silica-Related Dust Exclusion (for use with Owners And Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)
- ◆ **CG 33 71 03 05** Silica Or Silica-Related Dust Exclusion (for use with Railroad Protective Liability Coverage Part)
- ◆ **CU 21 50 03 05** Silica Or Silica-Related Dust Exclusion (for use with Commercial Liability Umbrella)

When one of the above referenced endorsements is attached to your policy, coverage is excluded for bodily injury under Coverage A arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, silica or silica-related dust. In addition, coverage is excluded for property damage under Coverage A and personal and advertising injury under Coverage B arising in whole or in part, out of actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, silica or silica-related dust.

The attachment of any of these endorsements may result in a restriction of coverage.



Notice to Policyholders

General Liability / Commercial Liability Umbrella

Restriction of Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This notice contains a brief synopsis of the following endorsement:

- ♦ **CG 00 67 03 05** Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
- ♦ **CU 00 03 03 05** Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

When the above referenced endorsement is attached to your policy, coverage is excluded for bodily injury and property damage under Coverage A and personal and advertising injury under Coverage B, arising directly or indirectly out of any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003 (including any amendment of or addition to such laws), or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This is a reduction in coverage in states where, absent the wording of this endorsement, courts would consider coverage to be provided for violations of the above-mentioned acts or of other similar statutes, regulations or ordinances.

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE

POLICY NO: ANM20970-1

EFFECTIVE DATE:

10/12/2004

NAMED INSURED: METROPOLITAN GLASS CO, INC
(SEE SY01)

DESCRIPTION OF PREMISES

PREM	BLDG	LOCATION, CONSTRUCTION AND OCCUPANCY	MNC	APPLIANCE DISTRIB-	HSLD/RADIO/TV/DISC
1	1	4415 GOVERNMENT BLVD, MOBILE, AL	MNC		
1	1	4415 GOVERNMENT BLVD, MOBILE, AL	MNC		
1	1	4415 GOVERNMENT BLVD, MOBILE, AL	MNC	APPLIANCE DISTRIB-	HSLD/RADIO/TV/DISC

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES
FOR WHICH A LIMIT OF INSURANCE IS SHOWN

PREM	BLDG	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE*	RATES
1	1	BUILDING	500,000	SPECIAL	80	
1	1	PERSONAL PROPERTY OF THE INSURED	500,000	SPECIAL	80	
1	1	FREE FORM	-----	-----		

*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

OPTIONAL COVERAGES

APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW

PREM	BLDG	COVERAGE	AGREED VALUE EXPIRATION DATE	AMOUNT	VALUE OPTION	INCLUDING "STOCK"
1	1	BUILDING			REPLACEMENT COST	
1	1	PERSONAL PROPERTY OF THE INSURED			REPLACEMENT COST	
1	1	FREE FORM				
		INFLATION GUARD (Percentage)	*MONTHLY LIMIT OF INDEMNITY (Fraction)	*MAXIMUM PERIOD OF INDEMNITY (Y/N)	*EXTENDED PERIOD OF INDEMNITY (Days)	
1	1					
1	1					
1	1					

*APPLIES TO BUSINESS INCOME ONLY.

MORTGAGE HOLDER

PREM	BLDG	MORTGAGE HOLDER NAME AND MAILING ADDRESS
1	1	AMSOUTH BANK, NA P.O. BOX 1628 MOBILE, AL 36633

DEDUCTIBLE

PREM	BLDG	COVERAGE	BASIC - GP I	BASIC - GP II	BROAD	SPECIAL
1	1	BUILDING	1,000	1,000		1,000
1	1	PERSONAL PROPERTY OF THE INSURED	1,000	1,000		1,000
1	1	FREE FORM				

FORMS APPLICABLE

TO ALL COVERAGES:

CP 00 10 10 00

CP 00 90 07 88

CP 01 45 12 00

CP 10 30 10 00

TO SPECIFIC PREMISES/COVERAGES:

PREM	BLDG	COVERAGE(S)
2	1	SUPPLEMENTAL DECLARATIONS FREE FORM - ADDITIONAL PROPERTY COVERAGE END'T

FORM NUMBER

CP1205

QBCP-0110

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO. ANM20970-1

NAMED INSURED: METROPOLITAN GLASS CO, INC
(SEE SY01)

DESCRIPTION OF PREMISES

PREM	BLDG	LOCATION, CONSTRUCTION AND OCCUPANCY
2	1	4423 GOVERNMENT BLVD, MOBILE, AL FRM
2	1	4423 GOVERNMENT BLVD, MOBILE, AL FRM

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES
FOR WHICH A LIMIT OF INSURANCE IS SHOWN

PREM	BLDG	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE*	RATES
2	1	BUILDING	10,000	SPECIAL	80	
2	1	F03 - ADDITIONAL PROPERTY COVERAGE	0	----		

*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

OPTIONAL COVERAGES

APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW

PREM	BLDG	COVERAGE	AGREED VALUE EXPIRATION DATE	AMOUNT	VALUE OPTION	INCLUDING "STOCK"
2	1	BUILDING			REPLACEMENT COST	
2	1	F03 - ADDITIONAL PROPERTY COVERAGE				

		INFLATION GUARD (Percentage)	*MONTHLY LIMIT OF INDEMNITY (Fraction)	*MAXIMUM PERIOD OF INDEMNITY (Y/N)	*EXTENDED PERIOD OF INDEMNITY (Days)
2	1				
2	1				

*APPLIES TO BUSINESS INCOME ONLY.

MORTGAGE HOLDER

PREM	BLDG	MORTGAGE HOLDER NAME AND MAILING ADDRESS
2	1	AMSOUTH BANK, NA P.O. BOX 1628

DEDUCTIBLE

PREM	BLDG	COVERAGE	BASIC - GP I	BASIC - GP II	BROAD	SPECIAL
2	1	BUILDING	1,000	1,000		1,000
2	1	F03 - ADDITIONAL PROPERTY COVERAGE				

FORMS APPLICABLE TO SPECIFIC PREMISES/COVERAGES

PREM	BLDG	COVERAGE(S)	FORM NUMBER
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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. ANM20970-1

*Effective Date: 10/12/2004
12:01 A.M. Standard Time

NAMED INSURED

METROPOLITAN GLASS CO, INC (SEE SY01)

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000	
EACH OCCURRENCE LIMIT	\$	1,000,000	
FIRE DAMAGE LIMIT	\$	100,000	Any One Fire
MEDICAL EXPENSE LIMIT	\$	5,000	Any One Person

RETROACTIVE DATE (CG 00 02 ONLY)

This is an occurrence ☒ / claims-made policy. If this is a claims-made policy, Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, shown here: NONE

(Enter Date or "None" if no Retroactive Date applies)

FORM OF BUSINESS AND LOCATION OF PREMISES

Form Of Business:

☐ Individual ☐ Joint Venture ☐ Partnership ☒ Organization (Other than Partnership or Joint Venture)

Location Of All Premises You Own, Rent Or Occupy:

1 4415 GOVERNMENT BLVD MOBILE AL

PREMIUM

Classification	Code No.	Premium Basis	Pr/Co	Rate		Advance Premium	
				All Other	Pr/Co	All Other	
GLASS DEALERS/GLAZIE RS	13590	2000000	(s)	1.291	3.157	2582	6,314
DOOR/WINDOW/ASSEMBLE MILLWORK-INSTAL-METL	91746	150000	(p)	3.635	28.749	545	4,312
C26-BLKT WAIVER	99999			----	----	----	150
Addl To Equal Minimum						\$	
Total Advance Premium						\$14,103	

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Register

*Inclusion of date optional

** Products-Completed Operations are subject to the General Aggregate Limit

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

QBGL-0139 (11-99)

AGENT'S COPY

DECLARATIONS (CONTINUED) - FORMS REGISTER

Named Insured	Policy Number
METROPOLITAN GLASS CO, INC	ANM20970-1
Producer	Effective Date
LYON-FRY-CADDEN INS.,INC.	10-12-04

Line of Business: General Liability

CG 00 01 07 98	CG 00 57 09 99	CG 00 62 12 02	CG 00 67 03 05
CG 20 37 07 04	CG 21 47 07 98	CG 21 49 09 99	CG 21 60 09 98
CG 21 87 05 04	CG 21 96 03 05	CG 24 26 07 04	

COMMERCIAL GENERAL LIABILITY SCHEDULE OF OPERATIONS

POLICY NO: ANM20970-1

NAMED INSURED: METROPOLITAN GLASS CO, INC (SEE SY01)

LOCATION OF PREMISES

Location Of All Premises You Own, Rent Or Occupy:

PREMIUM

Classification	Code No.	Premium Basis	Pr/Co	Rate		Pr/Co	Advance Premium	
				All	Other		All	Other
ADD'L INSURED						----	150	
ADD'L INSURED						----	50	

Premium Basis Guide

s - Per \$1000 of Gross Sales
p - Per \$1000 of Payroll
a - Per 1000 Square Feet of Area

c - Per \$1000 Contract Cost
u - Per Unit
e - Each

m - Per 1000 Admissions
x - Per \$1000 of Expenditures

o - Other
t - See Footnote

** Including Products/Completed Operations

AGENT'S COPY

COMMERCIAL INLAND MARINE DECLARATIONS

POLICY ANM20970-1

88 PINE ST NEW YORK, NY 1005
HOME 1515 MARKET STREET
OFFICE: PHILADELPHIA PA 19103

LYON-FRY-CADDEN INS., INC.
3212 MIDTOWN PK. S. G258
P.O. BOX 160927
MOBILE AL 36616

NAMED INSURED: METROPOLITAN GLASS CO, INC
(SEE SY01)

MAILING ADDRESS: P.O. BOX 9952
MOBILE AL 36691

POLICY PERIOD: From 10/12/2004 To 10/12/2005 at
12:01 A.M. standard time at your mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF
THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS**

Business

Premium For This Coverage Part: 938

Forms applicable to the Commercial Inland Marine Coverage Part:

CM 00 01 09 00

CM 01 44 12 00

COUNTERSIGNED _____ BY: _____
(Date) (Authorized Representative)



Notice to Policyholders U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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Commercial Liability Umbrella
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- CG 21 87** Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002)
- CU 21 44** Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002)

Endorsement **CG 21 87/CU 21 44** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or



Notice to Policyholders
General Liability and
Commercial Liability Umbrella
Potential Restrictions of Terrorism Coverage

- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

Endorsement **CG 21 87/CU 21 44** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property from the incident exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- Fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

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Notice to Policyholders
Commercial Property, Inland Marine
and Crime
Potential Restrictions of Terrorism Coverage

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), **THE PROVISIONS OF THE POLICY (INCLUDING ITS ENDORSEMENTS) APPLY.**

Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

- | | |
|-----------------|--|
| IL 09 95 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |
| CL 16 30 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |
| CR 07 01 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |

Endorsement **IL 09 95/CL 16 30/CR 07 01** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or



Notice to Policyholders
Commercial Property, Inland Marine
and Crime
Potential Restrictions of Terrorism Coverage

- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

Endorsement **IL 09 95/CL 16 30/CR 07 01** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property from the incident exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- Fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

Includes copyrighted material of Insurance Services, Inc with its permission



Notice to Policyholders

Commercial Automobile

Potential Restriction of Terrorism Coverage

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

- CA 23 76** Conditional Exclusion of Terrorism (Relating To Disposition of Federal Terrorism Risk Insurance Act of 2002)
- CA 23 79** Conditional Exclusion of Terrorism (Relating To Disposition of Federal Terrorism Risk Insurance Act of 2002)

Endorsement **CA 23 76/CA 23 79** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or



Notice to Policyholders
Commercial Automobile
Potential Restriction of Terrorism Coverage

- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

Endorsement **CA 23 76** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- For certain coverages, fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.



Notice to Policyholders
Commercial Automobile
Potential Restriction of Terrorism Coverage

Endorsement **CA 23 79** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded above the minimum statutory limits for certain coverages by the state's Financial Responsibility and/or Motor Vehicle Liability Insurance statutes and only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- For certain coverages, fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.



Notice to Policyholders

General Liability / Commercial Liability Umbrella

Restriction of Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

EXCLUSION - SILICA OR SILICA-RELATED DUST

This notice contains a brief synopsis of the following silica or silica-related dust exclusion endorsements:

- ◆ **CG 21 96 03 05** Silica Or Silica-Related Dust Exclusion (for use with Commercial General Liability Coverage Part)
- ◆ **CG 33 70 03 05** Silica Or Silica-Related Dust Exclusion (for use with Owners And Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)
- ◆ **CG 33 71 03 05** Silica Or Silica-Related Dust Exclusion (for use with Railroad Protective Liability Coverage Part)
- ◆ **CU 21 50 03 05** Silica Or Silica-Related Dust Exclusion (for use with Commercial Liability Umbrella)

When one of the above referenced endorsements is attached to your policy, coverage is excluded for bodily injury under Coverage A arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, silica or silica-related dust. In addition, coverage is excluded for property damage under Coverage A and personal and advertising injury under Coverage B arising in whole or in part, out of actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, silica or silica-related dust.

The attachment of any of these endorsements may result in a restriction of coverage.



Notice to Policyholders
General Liability / Commercial Liability Umbrella
Restriction of Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This notice contains a brief synopsis of the following endorsement:

- ♦ **CG 00 67 03 05** Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
- ♦ **CU 00 03 03 05** Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

When the above referenced endorsement is attached to your policy, coverage is excluded for bodily injury and property damage under Coverage A and personal and advertising injury under Coverage B, arising directly or indirectly out of any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003 (including any amendment of or addition to such laws), or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This is a reduction in coverage in states where, absent the wording of this endorsement, courts would consider coverage to be provided for violations of the above-mentioned acts or of other similar statutes, regulations or ordinances.

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE

POLICY NO: ANM20970-1

EFFECTIVE DATE:

10/12/2004

NAMED INSURED: METROPOLITAN GLASS CO, INC
(SEE SY01)

DESCRIPTION OF PREMISES

PREM	BLDG	LOCATION, CONSTRUCTION AND OCCUPANCY	MNC	APPLIANCE DISTRIB-	HSLD/RADIO/TV/DISC
1	1	4415 GOVERNMENT BLVD, MOBILE, AL	MNC		
1	1	4415 GOVERNMENT BLVD, MOBILE, AL	MNC		
1	1	4415 GOVERNMENT BLVD, MOBILE, AL	MNC	APPLIANCE DISTRIB-	HSLD/RADIO/TV/DISC

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES
FOR WHICH A LIMIT OF INSURANCE IS SHOWN

PREM	BLDG	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE*	RATES
1	1	BUILDING	500,000	SPECIAL	80	
1	1	PERSONAL PROPERTY OF THE INSURED	500,000	SPECIAL	80	
1	1	FREE FORM	-----	-----		

*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

OPTIONAL COVERAGES

APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW

PREM	BLDG	COVERAGE	AGREED VALUE EXPIRATION DATE	AMOUNT	VALUE OPTION	INCLUDING "STOCK"
1	1	BUILDING			REPLACEMENT COST	
1	1	PERSONAL PROPERTY OF THE INSURED			REPLACEMENT COST	
1	1	FREE FORM				
		INFLATION GUARD (Percentage)	*MONTHLY LIMIT OF INDEMNITY (Fraction)	*MAXIMUM PERIOD OF INDEMNITY (Y/N)	*EXTENDED PERIOD OF INDEMNITY (Days)	
1	1					
1	1					
1	1					

*APPLIES TO BUSINESS INCOME ONLY.

MORTGAGE HOLDER

PREM	BLDG	MORTGAGE HOLDER NAME AND MAILING ADDRESS
1	1	AMSOUTH BANK, NA P.O. BOX 1628 MOBILE, AL 36633

DEDUCTIBLE

PREM	BLDG	COVERAGE	BASIC - GP I	BASIC - GP II	BROAD	SPECIAL
1	1	BUILDING	1,000	1,000		1,000
1	1	PERSONAL PROPERTY OF THE INSURED	1,000	1,000		1,000
1	1	FREE FORM				

FORMS APPLICABLE

TO ALL COVERAGES:

CP 00 10 10 00 CP 00 90 07 88 CP 01 45 12 00 CP 10 30 10 00

TO SPECIFIC PREMISES/COVERAGES:

PREM	BLDG	COVERAGE(S)
2	1	SUPPLEMENTAL DECLARATIONS FREE FORM - ADDITIONAL PROPERTY COVERAGE END'T

FORM NUMBER

CP1205
QBCP-0110

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO. ANM20970-1

NAMED INSURED: METROPOLITAN GLASS CO, INC
(SEE SY01)

DESCRIPTION OF PREMISES

PREM	BLDG	LOCATION, CONSTRUCTION AND OCCUPANCY	FRM
2	1	4423 GOVERNMENT BLVD, MOBILE, AL	FRM
2	1	4423 GOVERNMENT BLVD, MOBILE, AL	FRM

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES
FOR WHICH A LIMIT OF INSURANCE IS SHOWN

PREM	BLDG	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE*	RATES
2	1	BUILDING	10,000	SPECIAL	80	
2	1	F03 - ADDITIONAL PROPERTY COVERAGE	0	----		

*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

OPTIONAL COVERAGES

APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW

PREM	BLDG	COVERAGE	AGREED VALUE EXPIRATION DATE	AMOUNT	VALUE OPTION	INCLUDING "STOCK"
2	1	BUILDING			REPLACEMENT COST	
2	1	F03 - ADDITIONAL PROPERTY COVERAGE				

	INFLATION GUARD (Percentage)	*MONTHLY LIMIT OF INDEMNITY (Fraction)	*MAXIMUM PERIOD OF INDEMNITY (Y/N)	*EXTENDED PERIOD OF INDEMNITY (Days)
2	1			
2	1			

*APPLIES TO BUSINESS INCOME ONLY.

MORTGAGE HOLDER

PREM	BLDG	MORTGAGE HOLDER NAME AND MAILING ADDRESS
2	1	AMSOUTH BANK, NA P.O. BOX 1628

DEDUCTIBLE

PREM	BLDG	COVERAGE	BASIC - GP I	BASIC - GP II	BROAD	SPECIAL
2	1	BUILDING	1,000	1,000		1,000
2	1	F03 - ADDITIONAL PROPERTY COVERAGE				

FORMS APPLICABLE TO SPECIFIC PREMISES/COVERAGES

PREM	BLDG	COVERAGE(S)	FORM NUMBER
------	------	-------------	-------------

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. ANM20970-1

*Effective Date: 10/12/2004

NAMED INSURED

12:01 A.M. Standard Time

METROPOLITAN GLASS CO, INC (SEE SY01)

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000	
EACH OCCURRENCE LIMIT	\$	1,000,000	
FIRE DAMAGE LIMIT	\$	100,000	Any One Fire
MEDICAL EXPENSE LIMIT	\$	5,000	Any One Person

RETROACTIVE DATE (CG 00 02 ONLY)

This is an occurrence ☒ / claims-made policy. If this is a claims-made policy, Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, shown here: NONE

(Enter Date or "None" if no Retroactive Date applies)

FORM OF BUSINESS AND LOCATION OF PREMISES

Form Of Business:

☐ Individual ☐ Joint Venture ☐ Partnership ☒ Organization (Other than Partnership or Joint Venture)

Location Of All Premises You Own, Rent Or Occupy:

1 4415 GOVERNMENT BLVD MOBILE AL

PREMIUM

Classification	Code No.	Premium Basis	Pr/Co	Rate		Advance Premium	
				All Other	Pr/Co	All Other	
GLASS DEALERS/GLAZIE RS	13590	2000000	(s)	1.291	3.157	2582	6,314
DOOR/WINDOW/ASSEMBLE MILLWORK-INSTAL-METL	91746	150000	(p)	3.635	28.749	545	4,312
C26-BLKT WAIVER	99999			----	----	----	150
Addl To Equal Minimum						\$	
Total Advance Premium						\$14,103	

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Register

*Inclusion of date optional

** Products-Completed Operations are subject to the General Aggregate Limit

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

QBGL-0139 (11-99)

COMPANY COPY

DECLARATIONS (CONTINUED) - FORMS REGISTER

Named Insured	Policy Number
METROPOLITAN GLASS CO, INC	ANM20970-1
Producer	Effective Date
LYON-FRY-CADDEN INS.,INC.	10-12-04

Line of Business: General Liability

CG 00 01 07 98	CG 00 57 09 99	CG 00 62 12 02	CG 00 67 03 05
CG 20 37 07 04	CG 21 47 07 98	CG 21 49 09 99	CG 21 60 09 98
CG 21 87 05 04	CG 21 96 03 05	CG 24 26 07 04	

COMMERCIAL GENERAL LIABILITY SCHEDULE OF OPERATIONS

POLICY NO: ANM20970-1

NAMED INSURED: METROPOLITAN GLASS CO, INC (SEE SY01)

LOCATION OF PREMISES

Location Of All Premises You Own, Rent Or Occupy:

PREMIUM

Classification	Code No.	Premium Basis	Pr/Co	Rate		Advance Premium	
				All Other		Pr/Co	All Other
ADD'L INSURED						----	150
ADD'L INSURED						----	50

Premium Basis Guide

s - Per \$1000 of Gross Sales
p - Per \$1000 of Payroll
a - Per 1000 Square Feet of Area

c - Per \$1000 Contract Cost
u - Per Unit
e - Each

m - Per 1000 Admissions
x - Per \$1000 of Expenditures

o - Other
t - See Footnote

** Including Products/Completed Operations

COMPANY COPY

COMMERCIAL INLAND MARINE DECLARATIONS

POLICY ANM20970-1

88 PINE ST NEW YORK, NY 1005
HOME 1515 MARKET STREET
OFFICE: PHILADELPHIA PA 19103

LYON-FRY-CADDEN INS.,INC.
3212 MIDTOWN PK. S. G258
P.O. BOX 160927
MOBILE AL 36616

NAMED INSURED: METROPOLITAN GLASS CO, INC
(SEE SY01)

MAILING ADDRESS: P.O. BOX 9952
MOBILE AL 36691

POLICY PERIOD: From 10/12/2004 To 10/12/2005 at
12:01 A.M. standard time at your mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF
THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS**

Business

Premium For This Coverage Part: 938

Forms applicable to the Commercial Inland Marine Coverage Part:

CM 00 01 09 00

CM 01 44 12 00

COUNTERSIGNED _____ BY: _____
(Date) (Authorized Representative)



Notice to Policyholders U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

PLEASE READ THIS NOTICE CAREFULLY

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Notice to Policyholders
General Liability and
Commercial Liability Umbrella
Potential Restrictions of Terrorism Coverage

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Notice to Policyholders
General Liability and
Commercial Liability Umbrella
Potential Restrictions of Terrorism Coverage

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- The total of all insured damage to all types of property from the incident exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- Fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

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Notice to Policyholders
Commercial Property, Inland Marine
and Crime
Potential Restrictions of Terrorism Coverage

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), **THE PROVISIONS OF THE POLICY (INCLUDING ITS ENDORSEMENTS) APPLY.**

Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

- | | |
|-----------------|--|
| IL 09 95 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |
| CL 16 30 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |
| CR 07 01 | Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002) |

Endorsement **IL 09 95/CL 16 30/CR 07 01** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or



Notice to Policyholders
Commercial Property, Inland Marine
and Crime
Potential Restrictions of Terrorism Coverage

- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

Endorsement **IL 09 95/CL 16 30/CR 07 01** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property from the incident exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- Fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

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Notice to Policyholders

Commercial Automobile

Potential Restriction of Terrorism Coverage

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

- CA 23 76** Conditional Exclusion of Terrorism (Relating To Disposition of Federal Terrorism Risk Insurance Act of 2002)
- CA 23 79** Conditional Exclusion of Terrorism (Relating To Disposition of Federal Terrorism Risk Insurance Act of 2002)

Endorsement **CA 23 76/CA 23 79** is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or



Notice to Policyholders
Commercial Automobile
Potential Restriction of Terrorism Coverage

- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

Endorsement **CA 23 76** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- For certain coverages, fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.



Notice to Policyholders
Commercial Automobile
Potential Restriction of Terrorism Coverage

Endorsement **CA 23 79** treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded above the minimum statutory limits for certain coverages by the state's Financial Responsibility and/or Motor Vehicle Liability Insurance statutes and only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
- For certain coverages, fifty or more persons sustain death or serious physical injury; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.



Notice to Policyholders
General Liability / Commercial Liability Umbrella
Restriction of Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

EXCLUSION - SILICA OR SILICA-RELATED DUST

This notice contains a brief synopsis of the following silica or silica-related dust exclusion endorsements:

- ◆ **CG 21 96 03 05** Silica Or Silica-Related Dust Exclusion (for use with Commercial General Liability Coverage Part)
- ◆ **CG 33 70 03 05** Silica Or Silica-Related Dust Exclusion (for use with Owners And Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)
- ◆ **CG 33 71 03 05** Silica Or Silica-Related Dust Exclusion (for use with Railroad Protective Liability Coverage Part)
- ◆ **CU 21 50 03 05** Silica Or Silica-Related Dust Exclusion (for use with Commercial Liability Umbrella)

When one of the above referenced endorsements is attached to your policy, coverage is excluded for bodily injury under Coverage A arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, silica or silica-related dust. In addition, coverage is excluded for property damage under Coverage A and personal and advertising injury under Coverage B arising in whole or in part, out of actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, silica or silica-related dust.

The attachment of any of these endorsements may result in a restriction of coverage.



Notice to Policyholders

General Liability / Commercial Liability Umbrella

Restriction of Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This notice contains a brief synopsis of the following endorsement:

- ♦ **CG 00 67 03 05** Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
- ♦ **CU 00 03 03 05** Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

When the above referenced endorsement is attached to your policy, coverage is excluded for bodily injury and property damage under Coverage A and personal and advertising injury under Coverage B, arising directly or indirectly out of any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003 (including any amendment of or addition to such laws), or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This is a reduction in coverage in states where, absent the wording of this endorsement, courts would consider coverage to be provided for violations of the above-mentioned acts or of other similar statutes, regulations or ordinances.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or**
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or**
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.**

- B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B –
Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or**
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or**
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL
TERRORISM RISK INSURANCE ACT OF 2002)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Part; or

b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B –
Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by, or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material", "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel" or **(3)** handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

- A.** The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least:
 - a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
 - b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

2. The notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

- B.** Paragraph f. of the **Mortgageholders** Condition, if any, is replaced by the following:

- f. If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Boiler And Machinery Coverage Part, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM (RELATING
TO DISPOSITION OF FEDERAL TERRORISM RISK
INSURANCE ACT OF 2002)**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM COVERAGE PART
GOVERNMENT CRIME COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph D) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs:

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

- b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

- (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

- 2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

D. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

E. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMPREHENSIVE GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PERSONAL LIABILITY
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE
SELF STORAGE OWNERS SPECIAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned By

(Authorized Representative)

No coverage is provided by this policy for Bodily Injury, Personal Injury, or Property Damage arising out of, or contributed to by the inhalation of, exposure to, or presence of asbestos or asbestos containing materials.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002

☐ This policy **includes** coverage for Certified Acts of Terrorism. Please refer to the applicable charge(s) below.

☒ This policy **excludes** coverage for Certified Acts of Terrorism.

The applicable states shown below mandate coverage for ensuing fire losses. Therefore, in these states, coverage for fire losses resulting from an act of terrorism is provided for in this policy. The additional premium for such fire coverage is mandatory and is shown below.

Applicable States: AZ, CA, CT, GA, HI, ID, IL, IA, LA, ME, MA, MI, MN, MO, NE, NH, NJ, NC, ND, NY, OK, OR, PA, RI, VA, WA, WV, WI

THIS POLICY CONSISTS OF THE FOLLOWING CHARGES FOR CERTIFIED ACTS OF TERRORISM	
	PREMIUM
Terrorism (Fire Following)	\$
Terrorism	\$
TOTAL TERRORISM PREMIUM: \$	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANTS DEFINITION AMENDMENT

All Coverage Parts or Coverage Forms included in this policy are subject to the following:

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Policy Number:	Endorsement Effective:
Named Insured:	Countersigned By: (Authorized Representative)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The definition of "pollutants" is replaced in its entirety by the following:

"Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor soot, fumes, acids, alkalis, radiation or radioactive contamination, pathogenic or poisonous biological or chemical materials and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002)

- ☐ This policy **includes** coverage for Certified Acts of Terrorism. Please refer to the applicable charge(s) below.
- ☐ This policy **excludes** coverage for Certified Acts of Terrorism.

Note: Applicable to Commercial Property and Commercial Inland Marine

Standard fire policy states mandate coverage for ensuing fire losses. If this policy is issued in a standard fire policy state, coverage for fire losses resulting from an act of terrorism is provided for Commercial Property and in some states for Commercial Inland Marine. The additional premium for such fire coverage is mandatory in these states and is shown below.

SCHEDULE

THIS POLICY CONSISTS OF THE FOLLOWING CHARGES FOR CERTIFIED ACTS OF TERRORISM

(A) Terrorism Premium through 12/31/05	\$
(B) Estimated Terrorism Premium beyond 12/31/05 (refer to Paragraph C. below)	\$
Terrorism (Fire Following) Premium	\$
TOTAL TERRORISM PREMIUM	\$

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

C. Possibility Of Additional Or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act of 2002. The federal program established by the Act is scheduled to terminate at the end of 12/31/05 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in **(B)** of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in **(B)** of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN
RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK
INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR
CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**DISCLOSURE OF PREMIUM FOR CERTIFIED ACTS OF
TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK
INSURANCE ACT OF 2002)**

- ☐ This policy **includes** coverage for Certified Acts of Terrorism. Please refer to the applicable charge below.
- ☐ This policy **excludes** coverage for Certified Acts of Terrorism.

Note: Applicable to Commercial Property and Commercial Inland Marine

Standard fire policy states mandate coverage for ensuing fire losses. If this policy is issued in a standard fire policy state, coverage for fire losses resulting from an act of terrorism is provided for Commercial Property and in some states for Commercial Inland Marine. The additional premium for such fire coverage is mandatory in these states and is shown below.

THIS POLICY INCLUDES THE FOLLOWING CHARGE FOR CERTIFIED ACTS OF TERRORISM	
Terrorism Premium	\$
Terrorism (Fire Following) Premium	\$
TOTAL TERRORISM PREMIUM:	\$

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

- C. Possibility Of Change in Federal Participation**
The Terrorism Risk Insurance Act of 2002 is scheduled to terminate at the end of 12/31/05 unless extended by the federal government. If coverage for terrorism is included in this policy, coverage will continue regardless of the disposition of the Act.

- D. Possibility of Additional Premium**
An additional premium charge may apply if this policy excludes coverage for certified acts of terrorism and the Terrorism Risk Insurance Act of 2002 is terminated. If upon termination of the act, we are required to provide terrorism coverage, we will calculate the additional premium for such coverage.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMPREHENSIVE GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PERSONAL LIABILITY
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE
SELF STORAGE OWNERS SPECIAL LIABILITY COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned By

(Authorized Representative)

No coverage is provided by this policy for Bodily Injury, Personal Injury, or Property Damage arising out of, or contributed to by the absorption, inhalation, ingestion, or presence of lead or lead containing materials.